

EXHIBIT G

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June 29, 2023

Client/Matter No. 20416/1

Via JEDS

Honorable Francis R. Hodgson, Jr., A.J.S.C.
Ocean County Superior Court
118 Washington Street
Toms River, NJ 08753

Re: Chana Ringel, et al. v. Benjamin Ringel, et al.
Docket No. OCN-C-152-16

Chana Ringel v. BR Lakewood, LLC, et al.
Docket No. OCN-C-127-15

Dear Judge Hodgson:

This firm represents plaintiffs Chana Ringel and CR Lakewood LLC (“*Plaintiffs*”) in the above-referenced matters. Please accept this letter in response to the request submitted directly by Benjamin Ringel for an adjournment of Plaintiff’s motion to confirm the arbitration award dated June 12, 2023 (the “*Award*”) and enter judgment in favor of Plaintiff and against defendants Benjamin Ringel and BR Lakewood, LLC. Plaintiff objects to any adjournment of the straightforward motion.

First, Mr. Ringel suggests that the motion was not properly served upon him. This is incorrect. On January 26, 2022, Peter C. Harvey, Esq. of the law firm Patterson Belknap Webb & Tyler LLP filed a Notice of Appearance on behalf of Benjamin Ringel, BR Lakewood, LLC and Sunset Hill Oakridge Plaza, LLC. No substitution of attorney has ever been filed by Mr. Harvey, and no order authorizing Mr. Harvey’s withdrawal as counsel has been entered by the Court. Thus, Mr. Harvey remains counsel of record for Mr. Ringel, and the filing and electronic service of the motion via JEDS, which provided notice to Mr. Harvey, constituted service of the motion. Indeed, this firm is ethically prohibited from communicating directly with Mr. Ringel—including sending any copies of motion papers or correspondence with the Court—in light of Mr. Harvey’s continued representation of him. If Mr. Ringel is no longer represented by Mr. Harvey, an appropriate withdrawal or Substitution of Attorney must be filed with the Court. I note, however, that Mr. Shea’s intended representation of Mr. Ringel has long been promised in this matter, without any

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formal actions taken. The Court should not rely on Mr. Ringel's repeated promises of future representation as a basis to adjourn the motion.

Second, I am advised that Mr. Ringel's claim that he may not participate in court proceeding beginning on July 6 because of the beginning of the Jewish "three weeks" period is incorrect. The Jewish custom to avoid court does not begin on July 6, but on the first day of the month of Av, which begins this year on July 18, and is known as the period of the "nine days." During the 12-day period before the nine days, Orthodox Jews avoid celebrations like getting married, but there is no court related restriction. The Wikipedia page cited by Mr. Ringel says nothing about avoiding court cases during the period that starts on July 6.

Most importantly, it is imperative that Plaintiffs obtain the confirmation of the Award and the entry of judgment against Mr. Ringel and BR Lakewood, LLC promptly. Given the number of judgment creditors who have been aggressively seeking to seize Mr. Ringel's assets, any delay in the entry of the judgment against Ringel and BR Lakewood LLC may prejudice Plaintiffs. For the reasons set forth above, Plaintiff does not consent to any adjournment of the straightforward motion. In the event the Court is inclined to adjourn the motion, whether in response to Mr. Ringel's request or on its own accord, Plaintiff respectfully requests that the motion be adjourned for one week, to be returnable on July 14, 2023."

Respectfully submitted,

/s Matthew N. Fiorovanti

MATTHEW N. FIOROVANTI

MNF/cmt
cc: All Counsel of Record

Docs #6317650-v1